

DRAWING AMENDMENTS:

Please enter the replacement sheets of drawings that are attached to this Amendment. These replacement sheets have revisions in Figures 1, 3 and 4.

REMARKS

The Examiner's Action mailed on October 29, 2007, has been received and its contents carefully considered.

In this Amendment, Applicant has editorially amended the specification, and amended claim 14. Claim 14 is the independent claim. Claims 14-18 remain pending in the application. For at least the following reasons, it is submitted that this application is in condition for allowance.

The Rejection Under 35 U.S.C. § 112:

The Examiner's Action has rejected claims 14-18 under 35 USC §112, first paragraph, because the original specification fails to provide sufficient antecedent basis for the recitation "a sealing print formed on each of a top outermost periphery portion, a bottom outermost periphery portion, and two side outermost periphery portions of both said face and said back, the sealing print being formed on outer surfaces of both said face and said back, said outermost periphery portions abutting said edge, the sealing print crossing said edge so as to extend from said face to said back without discontinuity."

In the Response to Arguments portion of the Action, the Examiner further states that the original specification only supports the sealing print extending across the bottom and side edges on the face and back, and there is no support that it extends from the face to the back "without discontinuity".

However, the Examiner acknowledges that the original specification supports the sealing print crossing the top edge so as to extend from the face to the back without discontinuity. In addition, the original specification recites as follows:

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10/759,302

Along the edges and the folding line, there are sealing prints The sealing prints surround the circumference of the face, the back and across the two so that any intentional cut made for accessing the enclosure will leave noticeable evidence on the envelope/bag (see original specification, page 3, lines 2-5).

Because the sealing prints 51, 52, 53, 54 are color regions . . . that cross the edges 12, 31, 32, 33, any cutting or re-sealing is apparently noticeable due to the inconsistency of the sealing prints (see page 5, lines 8-10) (*emphasis added*).

Accordingly, all four sealing prints, i.e., sealing prints 51, 52, 53 and 54, surround across the face and the back, or surround across the edges 12, 31, 32, 33, or cross the edges 12, 31, 32, 33. Because, in the original specification, all four sealing prints are described to have the same configuration, there is no structural difference between the sealing print 51 crossing top portion and other sealing prints 52, 53 and 54 crossing the bottom edge and the side edges. Thus, the sealing prints 52, 53 and 54 crossing the bottom and side edges extends from the face to the back without discontinuity, as the sealing print 51 crosses the top edge without discontinuity.

Further, the definition of the word “cross” in Merriam-Webster online dictionary (<http://www.m-w.com/dictionary>) is to extend across or over. Therefore, the sealing prints 52, 53, 54 crossing the edges 31, 32, 33 means that the sealing prints 52, 53, 54 extend across or over the bottom edge 31 or two side edges 32, 33 of the envelope.

This discontinuity is further supported by the original specification reciting, “Similarly, there is a sealing print 52 on bottom portions of the face 10 and the back 20, and across the bottom edge 31 (see page 4, lines 24-27)”, and “Also, there are to sealing prints 53, 54 . . . across the side edges 32, 33 (see page 5, lines 1-4).”

Therefore, it is submitted that no new matter has been added to the claims, and it is thus requested that this rejection be withdrawn.

Specification Objection:

The Examiner's Action has objected to the specification. However, the original specification supports that the sealing print crosses the bottom and side edges so as to extend from the face to back without discontinuity, for the same reasons that are noted in response to The Rejection Under 35 U.S.C. § 112. It is thus submitted that the specification complies with all official requirements, and it is requested that this objection be withdrawn.

Drawing Objection:

The Examiner's Action has objected to the specification because the sealing print formed on the two side outermost periphery portions crossing the two side edges and extending from the face to back without discontinuity is not shown in the drawings.

Whereas Figures 3 and 4 shows that some marks, or graphics on the top and bottom outermost periphery portions extend from the face to back without discontinuity, Figures 3 and 4 does not clearly show any marks or graphics on the two side outermost periphery portions extending from the face to back without discontinuity. However, the specification describes that the two sealing prints 53, 54 are made of color regions, patterns, marks, graphics, texts, numbers (see page 5, lines 1-2). Not only the patterns, marks, graphics, texts, numbers, but also the color regions also form the sealing prints 53, 54. In this context, Figures 3 and 4 show that the sealing prints 53, 54 are darker than other area of the front and the back. Moreover, the region of the sealing prints 53, 54 on the front shown in Figures 3 have the same darkness as the region of the sealing prints 53, 54 on the back shown in Figure 4. Thus, Figures 3 and

4 collectively show that the sealing prints 53, 54 made of color regions extend from the face to the back without discontinuity.

It is thus submitted that the drawings comply with all official requirements, and it is requested that this objection be withdrawn.

The Rejection Under 35 U.S.C. § 103:

The Examiner's Action rejects claims 14-17 as being obvious over *AB Restello* (GB Pat. Spec. No. 1,025,034) in view of *Gurewitz* (USP 4,720,040). It is respectfully submitted that the invention now defined by these claims is clearly patentable over the cited references for at least the following reasons.

Amended claim 14 is directed to an envelope/bag for leaving visible evidence when it is opened. The invention as defined in amended claim 14 recites a sealing print formed on each of a top outermost periphery portion within a sealing zone, a bottom outermost periphery portion within the sealing zone, and two side outermost periphery portions of both the face and the back within the sealing zone. This claim further recites that the outermost periphery portions abut the edge, and the sealing print crosses the edge so as to extend from the face to the back without discontinuity. Claim 14 further amended to recite that an area of the sealing print is smaller than an area of the sealing zone, which is supported by the original specification page 3, lines 1-3, page 5, lines 5-12, and Figures 3 and 4.

Specifically speaking, when referring to the following Fig. 1 (which is a partial sectional view of a sealed confidential envelope of the invention), the amended claim 14 recites that the sealing zone 41 is formed within inner surfaces of the face 10 and

the back 20, and the sealing print 51 is formed on outer surfaces of the face 10 and the back 20. An area of the sealing print 51 is smaller than an area of the sealing zone 41. This shows that any intruder intentionally cuts the envelope at any sealing zone 41 for taking out the enclosure will damage the sealing print 51, thus leaving apparently noticeable evidence on the envelope. In other words, if the cut were made at (a) position of the sealing print 51 shown in Fig. 1, the envelope would not be opened, because the area of sealing print 51 is smaller than or disposed within the sealing zone 41, while apparently noticeable evidences would be left on the sealing print 51. Moreover, if the cut were made at (b) position of the sealing zone 41 shown in Fig. 1, the envelope would not be opened, either. Furthermore, even if the cut were made at (c) position beyond the sealing zone 41 shown in Fig. 1, it is impossible to recover or re-seal the envelope and thus the recipient can easily notice the enclosure has been tampered. Therefore, the claimed invention provides a confidential envelope that clearly shows evidence while being opened. Accordingly, this claimed invention is not disclosed or suggested by the cited references.

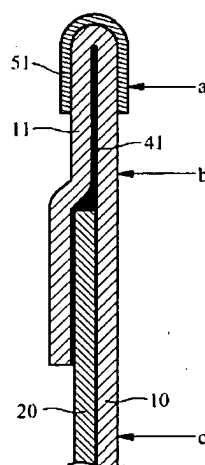


Fig. 1

AB Restello discloses a tamper-resistant seal. However, as acknowledged by the Examiner, *AB Restello* does not show the sealing print crossing the edges so as to extend from the face to the back without discontinuity, as recited by amended claim 14.

Further, sheets 5 disclosed by *AB Restello* are sealed to each other and disposed along the margin 9 of the sheets. However, a seal pattern 8 disclosed by *AB Restello* is provided outside the sealing margin 9. Thus, the seal pattern 8 disclosed by *AB Restello* is not formed on any regions within the sealing margin 9, as recited in amended claim 14.

The Examiner further relies on *Gurewitz* in rejecting the claims. *Gurewitz* discloses a security deposit bag 10, which includes the markings 62 (see *Gurewitz*, col. 3, lines 60-66 and Figures 1, 2 and 5). The Examiner considers that the markings 62 disclosed by *Gurewitz* are crossing the edges. However, the deposit bag 10 disclosed by *Gurewitz* is secured along side marginal edges 16 and 18 and edges 40 and 42. The markings 62 disclosed by *Gurewitz* are formed on the edges 40, 42 spaced with a distance. This shows that *Gurewitz* fails to disclose the sealing print cross the periphery edges of both the back and the face as to extend from the back to the face without discontinuity.

Further, *Gurewitz* does not disclose or suggest that the markings 62 are formed within sealing zones of the security deposit bag, as recited in amended claim 14. *Gurewitz* recites that the sheets 12 and 14 are heat-sealed or otherwise secured at the edges 40 and 42 respectively, leaving a flat bridge portion 44 therebetween (see col. 3, lines 21-24, Figures 1, 4 and 5). Thus, the area between the edges 40 and 42 would be equivalent of the claimed sealing zone. However, the markings 62 are not formed

within the area between the edges 40 and 42, as recited in claim 14. Rather, the markings 62 are formed outside the area between the edges 40 and 42.

Moreover, if the cut were made at (X) position on the sealed edge 40 or 42 shown in the following Figure 2, the envelope would be opened, and after that, resealing the edges 40 or 42 carefully without leaving apparently noticeable evidences. Therefore, *Gurewitz* cannot solve the problem that is solved in the claimed invention. Accordingly, *Gurewitz* does not disclose or suggest the sealing print recited in the amended claim 14.

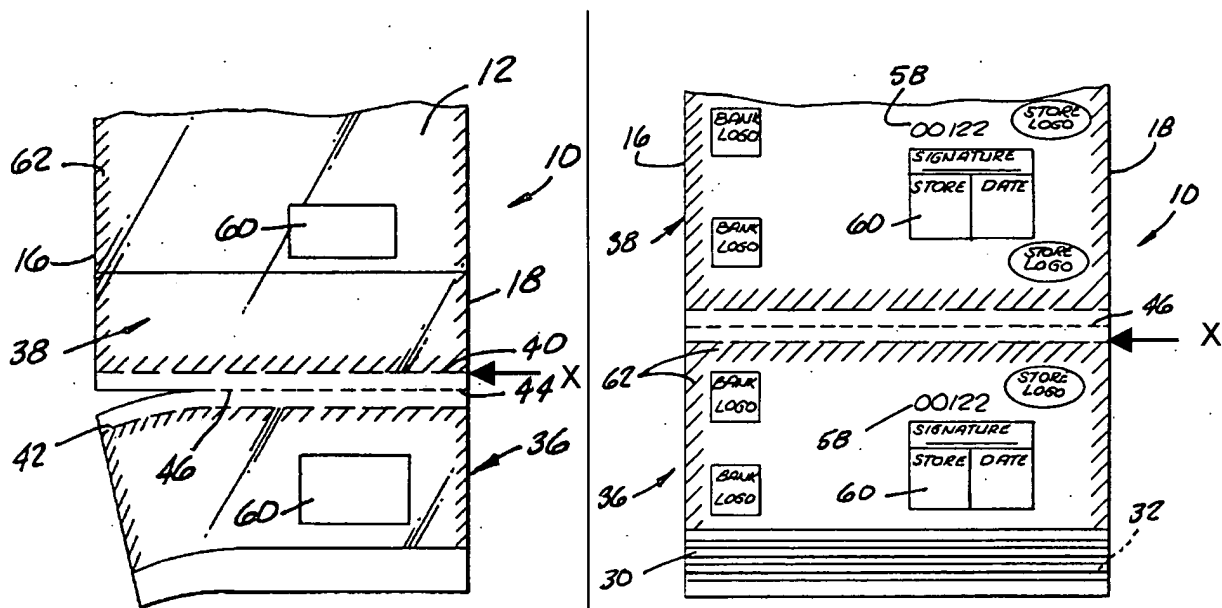


Fig. 2

In addition, although *Gurewitz* recites that the deposit bag 10 is secured along the side marginal edges 16 and 18 by heat sealing or other means, there is no

disclosure or suggestion that the markings 62 are formed within such a heat-sealed zone, or that the area of the markings 62 is smaller than such a heat-sealed zone.

Accordingly, *Gurewitz* does not overcome the above-noted deficiencies of *AB Restello*. It is thus submitted that claim 14, and the claims that depend from claim 14, are *prima facie* patentably distinguishable over the cited references. It is requested that claim 14, and the claims that depend from claim 14 be allowed and that this rejection be withdrawn.

The Examiner's Action further rejects claim 18 as being obvious over *AB Restello* in view of *Gurewitz*, and further in view of *Fullerton* (USP 5,205,649). Because *Fullerton* does not overcome the above-noted deficiencies of *AB Restello* or *Gurewitz*, and because claim 18 depends from independent claim 14, it is submitted that claim 18 is *prima facie* patentably distinguishable over the cited references for at least the same reasons as independent claim 14, as well as for the additional features recited therein. It is requested that claim 18 be allowed and that this rejection be withdrawn.

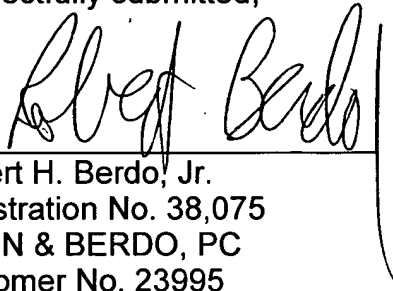
Conclusion:

It is submitted that this application is in condition for allowance. Such action and the passing of this case to issue are requested.

Should the Examiner feel that a conference would help to expedite the prosecution of the application, the Examiner is hereby invited to contact the undersigned counsel to arrange for such an interview.

An extension fee is submitted herewith. Should the remittance be accidentally missing, or should any additional fees be needed, however, the Commissioner is hereby authorized to charge such fees to our deposit account number 18-0002 and advise us accordingly.

Respectfully submitted,



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Date

RHB/JJ